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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.3334 OF 2004

Deepak Dhirajlal Dave ... Petitioner

Vs.

Union of India & Ors. ... Respondents

Mr. M.U. Pandey for the petitioner.

Mr. Y. R. Mishra for respondent 1.

Mr. P. Samdani with Mr. M.S. Dehlvi i/b M.V. Kini & Co. for respondents 2 and 3.

CORAM: SMT. RANJANA DESAI &
ABHAY S. OKA, JJ.

DATED: 12TH DECEMBER 2005.

P.C.:-

1. The petitioner is carrying on transport business. According to him, he owns many buses and passenger vehicles. He has filed this petition, inter alia, praying that the award of tender/contract to respondent 4 and execution of the contract with respondent 4 be quashed and set aside. The case of the petitioner is that in or about 1996, respondent 2 invited tenders for providing domestic coach with driver, labour on 20 hours basis for transporting Air-Passengers from Terminal A-1/A-B and vice-versa at Chhatrapati Shivaji International Air Port, Mumbai. The petitioner's tender was accepted. He successfully completed the said contract. According to him, after the expiry of the said period on 5/6/2001, the respondents invited tender in

March 2001. The petitioner's case is that he was the successful tenderer and the Government accepted the earnest money deposit of Rs.50,000/-. His grievance is that instead of awarding the new tender to him, respondent 1 went on extending the old contract from time to time and he was paid at the old contract rate of Rs.11.14 per K.M. upto 4/2/2003. Respondent 2 by notice dated 27/7/2004 invited tenders for same route though the petitioner's tender dated 27/3/2001 was pending. The petitioner's case further is that respondent 4's tender was wrongly accepted on 1/12/2001 though his tender was pending.

2. We have heard the learned counsel for the parties. We have also perused the affidavit in reply of Mr. P. Ramachandran filed on behalf of respondents 2 and 3. The basic grievance of the petitioner as stated by his counsel is that respondent 4 had not complied with tender conditions i.e. there was no compliance of tender condition Nos.1.5 and 2.1. In order to satisfy ourselves we had asked for the compliance report. We have seen the record and we found that condition No.1.5 is complied with by respondent 4. There is on record a solvency certificate dated 2/8/2004 furnished by respondent 4. There is also compliance of condition No.2.1. So far as the claim of the petitioner that for a long period, respondents have paid him at the old contractual rate is concerned, this contention has been denied by the respondents. This is, therefore, a disputed question of

fact which we cannot decide in our writ jurisdiction. The petitioner may adopt appropriate proceedings in that connection if he so desires. In the circumstances, the petition is dismissed.

(SMT. RANJANA DESAI, J.)

(ABHAY S. OKA, J.)